

1 BILL NO. S-79-08-24

2 SPECIAL ORDINANCE NO. S-

147-79

3 AN ORDINANCE approving a contract for  
4 Street Improvement Resolution No. 5840-79  
5 between the City of Fort Wayne, Indiana  
6 and Brooks Construction Company, Contractor  
7 for resurfacing streets in 2nd District.8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,  
9 INDIANA:10 SECTION 1. That a certain contract, dated July 30, 1979, between  
11 the City of Fort Wayne, Indiana, by and through its Mayor and the Board of  
12 Public Works, and Brooks Construction Company, Contractor, for:13 resurfacing streets in 2nd District: Bolton Dr.,  
14 Vance Ave., Bosworth Dr., Kenwood Ave., Glenwood  
15 Ave., Alabama Ave., Forest Valley Dr., Forest  
16 Downs Dr., and Lake Forest Dr.,17 under Board of Public Works Street Improvement Resolution No. 5840-79, at  
18 a total cost of \$143,024.00, all as more particularly set forth in said  
19 contract which is on file in the Office of the Board of Public Works and  
20 is by reference incorporated herein and made a part hereof, be and the  
21 same is in all things hereby ratified, confirmed and approved.22 SECTION 2. That this Ordinance shall be in full force and effect  
23 from and after its passage and approval by the Mayor.24   
25 Councilman26  
27  
28  
29 APPROVED AS TO  
30 FORM & LEGALITY31   
32 William N. Salin, City Attorney

Read the first time in full and on motion by Hinga, seconded by Atter, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 8-14-79

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by Hunter, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	_____	_____	_____	<u>X</u>	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 8-28-79

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 2-147-79 on the 28th day of August, 19\_\_.

ATTEST: (SEAL)

Charles W. Westerman  
CITY CLERK

Winfield C. Maso JR  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of August, 1979 at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 4th day of September, 1979, at the hour of 3 o'clock \_\_\_\_\_ M., E.S.T.

Robert E. Armstrong  
MAYOR

Bill No. S-79-08-24

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance  
approving for Street Improvement Resolution No. 5840-79  
between the City of Fort Wayne, Indiana and Brooks Construction  
Company, Contractor for resurfacing streets in 2nd District

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance So PASS.

WILLIAM T. HINGA - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

FREDRICK R. HUNTER

DONALD J. SCHMIDT

JAMES S. STIER

*William T. Hinga*  
*Paul M. Burns*  
*Fredrick R. Hunter*  
*Donald J. Schmidt*  
*James S. Stier*

8-28-79

CONCURRED IN

DATE 8-28-79 CHARLES W. WESTERMAN, CITY CLERK

# CONTRACT

67-255-9 7-30-79

This Agreement, made and entered into this 30 day of July, 1979

by and between ----- BROOKS CONSTRUCTION COMPANY -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve by resurfacing and restoring pavement on Bolton Drive, Vance Avenue, Bosworth Drive, Kenwood Avenue, Glenwood Avenue, Alabama Avenue, Forest Valley Drive, Forest Downs Drive, and Lake Forest Drive, as shown on Improvement Resolution No. 5840-79. These streets are located in the 2nd Councilmanic District.

by grading and paving the roadway to a width of XX

XX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5840-79 attached hereto and by reference made a part hereof.

At the following prices:

Pavement Removal	Four dollars and fifty cents per square yard	4.50
H.A.C. #9 Binder	Twenty-one dollars and no cents per ton	21.00
H.A.C. #53 Base	Twenty dollars and no cents per ton	20.00
H.A.C. #11 Binder	Twenty-three dollars and no cents per ton	23.00
H.A.C. A-2 Surface	Twenty-four dollars and no cents per ton	24.00
Joint & Crack Sealer	Eight hundred dollars and no cents per ton	800.00
Catch Basins Adjust & Set to Grade	One hundred and seventy-five dollars and no cents per each	175.00
Manholes Adjust & Set to Grade	One hundred and seventy-five dollars and no cents per each	175.00
New Standard C.B.'s (complete)	One thousand, one hundred dollars and no cents per each	1,100.00
New Standard Inlets (complete)	Five hundred and fifty dollars and no cents per each	550.00
New Standard M.H.'s (complete)	Nine hundred dollars and no cents per each	900.00
Water Valves Adjust & Set to Grade	Seventy dollars and no cents per each	70.00
TOTAL	One hundred and forty-three thousand, twenty-four dollars and no cents	\$143,024.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

Downs Drive, and Lake Forest Drive, as shown on Improvement Resolution No. 5840-79.

These streets are located in the 2nd Councilmanic District.

by grading and paving the roadway to a width of ~~XX~~

~~XX~~

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5840-79 ~~XX~~ attached hereto and by reference made a part hereof.

At the following prices:

Pavement Removal	Four dollars and fifty cents per square yard	4.50
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H.A.C. #53 Base	Twenty dollars and no cents per ton	20.00
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Joint & Crack Sealer	Eight hundred dollars and no cents per ton	800.00
Catch Basins Adjust & Set to Grade	One hundred and seventy-five dollars and no cents per each	175.00
Manholes Adjust & Set to Grade	One hundred and seventy-five dollars and no cents per each	175.00
New Standard C.B.'s (complete)	One thousand, one hundred dollars and no cents per each	1,100.00
New Standard Inlets (complete)	Five hundred and fifty dollars and no cents per each	550.00
New Standard M.H.'s (complete)	Nine hundred dollars and no cents per each	900.00
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TOTAL	One hundred and forty-three thousand, twenty-four dollars and no cents	\$143,024.00

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A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5840-79 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before Aug. 35, 1979 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19\_\_ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 12th

day of July, 19 79

ATTEST:

Donna M. Allen  
Corporate Secretary

BROOKS CONSTRUCTION COMPANY

BY: Robert L. Jones

ITS: \_\_\_\_\_

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

ATTEST:

Secretary and Clerk

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
  - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
  - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
  - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
  - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
  - (5) the following practices are not included in the meaning of "discrimination":
    - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

WECONT

John G

from FF#15



- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.
- b. The term "handicap" means and includes:
  - (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
  - (2) a record of such an impairment, and includes,
  - (3) a person who is regarded as having such an impairment; provided that,
  - (4) this term does not include drug or alcohol abuse or addiction.
- c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.
- d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.



15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

## IMPROVEMENT RESOLUTION

FOR STREETS

5840

NO. \_\_\_\_\_ -1979

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. Bolton Drive - From the south curb line of Hastings Road to a point 150 feet ± south of Stafford Drive.
2. Vance Avenue - From the west property line of Glencairn Dr. to the west curb line of Devon Drive.
3. Vance Avenue - From the west curb line of Devon Drive to the west pavement line of Reed Road.
4. Bosworth Drive - From the north property line of Stafford Drive to the south property line of Hastings Road.
5. Kenwood Avenue - From the east property line of Beacon Street to the west property line of Carew Street.
6. Glenwood Avenue - From the west property line of Carew Street to the east property line of Rolston Street.
7. Alabama Avenue - From the south curb line of State Blvd. to the north curb line of Forest Avenue.
8. Forest Valley Drive - From the south property line of Forestwood Drive to a point 165 feet north of Forest View Drive.
9. Forest Valley Drive - From a point 75 feet ± south of Blairwood Drive to a point 215 feet north of Forest Downs Drive.
10. Forest Downs Drive - From the southwest property line of Forest Valley Drive to the northwest curb line of Forest Valley Drive.
11. Lake Forest Drive - From the south curb line of Forest Glen Court to the north property line of Lake Valley Court.

with Hot Asphalt Binder (as per design mix formula)

with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from Revenue Sharing Funds.

ADOPTED, this \_\_\_\_\_ day of \_\_\_\_\_, 1979.

BOARD OF PUBLIC WORKS  
CITY OF FORT WAYNE, INDIANA

ATTEST:

Secretary & Clerk

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G. Scott, Member

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we BROOKS CONSTRUCTION COMPANY  
as Principal, and the AMERICAN STATES INSURANCE COMPANY, INDIANAPOLIS  
INDIANA, a corporation organized under the laws of the  
State of INDIANA, and duly authorized to transact business in the  
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,  
Indiana, an Indiana Municipal Corporation in the sum of ONE HUNDRED AND FORTY-  
THREE THOUSAND, TWENTY-FOUR DOLLARS AND NO CENTS-----  
(\$ 143,024.00), for the payment whereof well and truly to be made,  
the Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents. The  
condition of the above obligation is such that

WHEREAS, the Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
enter into a contract with the City of Fort Wayne to construct

Resolution No. 5840-79

To improve by resurfacing and restoring pavement on Bolton Drive, Vance Avenue,  
Bosworth Drive, Kenwood Avenue, Glenwood Avenue, Alabama Avenue, Forest Valley  
Drive, Forest Downs Drive, and Lake Forest Drive, as shown on Improvement  
Resolution No. 5840-79. These streets are located in the 2nd Councilmanic  
District.

at a cost of \$143,024.00, according to certain plans and specifications  
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement  
provides:

1. That said improvement shall be completed according to said plans and  
specifications, and contractor shall warrant and guarantee all work, mater-  
ial, and conditions of the improvement for a period of three (3) years from  
the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-  
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-  
tions, and repairs as required by the City within thirty (30) days after  
notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

BROOKS CONSTRUCTION COMPANY

(Contractor)

BY: Mark F. Brooks

ITS: Pres.

ATTEST:

Donna M. Cillis  
Corp. Secretary  
(Title)

AMERICAN STATES INSURANCE COMPANY  
Surety

\*BY: W. William D. Corgan

Authorized Agent  
(Attorney-in-Fact)

\*If signed by an agent, power of attorney must be attached



ATTACH POWER OF ATTORNEY

# American States Insurance Company

## INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute and appoint \_\_\_\_\_

----- N. RICHARD BOERGER AND RONALD L. WIGHTMAN -----

(Jointly or Severally)

of Fort Wayne and State of Indiana  
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 15th day of May

A. D. 19 74

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans  
Second Vice-President

ATTEST: Stanley L. Riegel  
Assistant Secretary

STATE OF INDIANA } SS:  
COUNTY OF MARION }

On this 15th day of May, A. D. 19 74, before me personally came

William M. Evans, to me known, who

being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Stanley L. Riegel and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977

My Commission Expires

Linda Disney

Notary Public

STATE OF INDIANA }  
COUNTY OF MARION } SS:

Thomas M. Ober

\_\_\_\_\_, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972:

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 27th

day of June, A. D. 19 79  
(SEAL)

Thomas M. Ober

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

-----BROOKS CONSTRUCTION COMPANY-----  
(Name of Contractor)

-----  
(Address)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and AMERICAN STATES INSURANCE COMPANY, INDIANAPOLIS, INDIANA  
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of ONE HUNDRED AND FORTY-THREE THOUSAND, TWENTY-FOUR DOLLARS AND NO CENTS-----  
for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, for the construction of:

Resolution No. 5840-79

To improve by resurfacing and restoring pavement on Bolton Drive, Vance Avenue, Bosworth Drive, Kenwood Avenue, Glenwood Avenue, Alabama Avenue, Forest Valley Drive, Forest Downs Drive, and Lake Forest Drive, as shown on Improvement Resolution No. 5840-79. These streets are located in the 2nd Councilmanic District.

at a cost of ONE HUNDRED AND FORTY-THREE THOUSAND, TWENTY-FOUR DOLLARS AND NO CENTS-----  
(\$ 143,024.00), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counter-  
parts, each one of which shall be deemed an original, this \_\_\_\_\_ (number) \_\_\_\_\_ day of \_\_\_\_\_, 1979.

(SEAL)

ATTEST:

Dorothy M. Allen  
(Principal) Secretary

Dorothy M. Allen  
Witness as to Principal

2909 Tillman Road  
(Address)

Fort Wayne, Indiana

Norman A. Boerger  
Witness as to Surety

1065 DELAWARE AVENUE  
(Address)

FORT WAYNE, INDIANA

BROOKS CONSTRUCTION COMPANY

Principal

BY Robert L. Brooks  
(Title)

1123 Barthold  
Ft. Wayne, Indiana 46808

(Address)

AMERICAN STATES INSURANCE COMPANY

Surety

BY N. Norman Boerger  
Attorney-in-Fact  
(Authorized Agent)

NORMAN A. BOERGER INSURANCE, INC.

222 WEST BERRY STREET  
(Address)

FORT WAYNE, INDIANA

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.



# American States Insurance Company

## INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted

and appointed, and does by these presents make, constitute and appoint \_\_\_\_\_

----- N. RICHARD BOERGER AND RONALD L. WIGHTMAN -----

(Jointly or Severally)

of Fort Wayne and State of Indiana

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fac' may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 15th day of May

A. D. 19 74

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans  
Second Vice-President

ATTEST: Stanley L. Riegel  
Assistant Secretary

STATE OF INDIANA } SS:  
COUNTY OF MARION }

On this 15th day of May, A. D., 19 74, before me personally came

William M. Evans

\_\_\_\_\_ to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Stanley L. Riegel and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977

My Commission Expires

Linda Disney

Notary Public

STATE OF INDIANA } SS:  
COUNTY OF MARION }

I, Thomas M. Ober

\_\_\_\_\_, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signatures had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 27th

day of June, A. D., 19 79

(SEAL)

Thomas M. Ober  
Assistant Secretary

## WAGE SCALE

CODE: S-SKILLED  
 SS-SEMI SKILLED  
 US-UNSKILLED  
 IF-INDUSTRIAL FUND  
 PW-PER WEEK

The wage scale committee, being appointed to prepare a schedule of the prevailing wages in connection with ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY, AND JUNE, 1979.

With the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, have established a schedule as hereinafter set forth for the following trades

TRADE	CLASS	RATE PER HR.	HSW	PEN	VAC	APP.	MISC.
CONCRETE WORKER	S	12.60	55¢	1.25			3if
CONCRETE PUMP OPERATOR	S	13.25	1.17½	1.00		3¢	
CONCRETE PUMP OPERATOR	S	11.14	45	50		1	4if
CONCRETE (BUILDING)	S	10.89		6¢		8	2if
CONCRETE (HIGHWAY)	S	10.23	60	60		5	2if
CONCRETE MASON	S	9.70	75	80		1	
CONCRETE TIE	S	12.35	50	3¢+40		6	
CONCRETE CONSTRUCTOR	S	11.63½	89½	69	8¢	6	
CONCRETE	S	10.79		25	40	4	25¢holiday
CONCRETE WORKER	S	11.80	90	1.20		2	25¢annuity 2if
CONCRETE (BUILDING)	S-SS	7.70-8.70	70	50		9	
CONCRETE (HIGHWAY)	US	8.30-9.15	70	70		9	
CONCRETE (SEWER)	S-SS-SS	7.60-8.40	70	50		9	
CONCRETE	S	10.91		50		1	2if
CONCRETE & PILEDRIVER	S	11.22		6¢		8	2if
CONCRETE ENGINEER (BUILDING)	S-SS	8.10-11.90	55	65		9	
CONCRETE ENGINEER (HIGHWAY)	US	8.15-10.87	55	65		8	
CONCRETE ENGINEER (SEWER)	S-SS-SS	8.59-11.57	75	65		10	
CONCRETE	S	9.25-10.25	50	65		12	6misc.
CONCRETE	S	10.08	60	80			
CONCRETE & STEAMFITTER	S	12.60	55	90		7	4if
CONCRETE & TERRAZZO GRINDER	S	8.75-10.80					
CONCRETE	S	10.90		10			
CONCRETE WORKER	S	12.09	50	60		10	39¢asmd 14if
CONCRETE (BUILDING)	S-SS	9.18-10.13	26.00pw	31.00pw			
CONCRETE (HIGHWAY)	US	8.75-9.35	27.50pw	31.00pw			

THE CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE THE ABOVE AND FORGOING SHALL BE THE MINIMUM PREVAILING WAGE SCALE FOR THIS PROJECT AS SET BY THE WAGE SCALE COMMITTEE, BUT IN NO WAY SHALL IT PREVENT THE CONTRACTOR OR SUB-CONTRACTOR FROM PAYING A HIGHER RATE OF WAGES THAN SET OUT IN THE SCHEDULE OF WAGES ON FILE.

DATED THIS 29 DAY OF MAY, 19 79

Walter E. Pelt  
 REPRESENTING GOVERNOR, STATE OF INDIANA

Wm. A. Scott  
 REPRESENTING THE AWARDED AGENT.

Fred M. Rice  
 REPRESENTING STATE A.F.L. & C.I.O.

## EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



## THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

July 2, 1979

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

The Board of Public Works has awarded Contracts for Street Resolution No. 5840-79 for resurfacing streets in 2nd Councilmanic District, i. e., Bolton Drive, Vance Ave., Bosworth Drive, Kenwood Ave., Glenwood Ave., Alabama Ave., Forest Valley Drive, Forest Downs Drive and Lake Forest Drive, in amount of \$143,024.00 and Street Resolution No. 5841-79 for resurfacing streets in 1st Councilmanic District, i. e., Masterson Ave., Suttentfield Street, Lombard Street, Lillie Street and Pontiac Street, in amount of \$193,732.50 to Brooks Construction Co., Inc.

Not in District  
Amt Of Cont. \$21,905 Is Not 1st Dist.  
But 2nd Dist.  
S N First HPA

In view of the fact that Brooks Construction Co., Inc. has received both projects, which involve a large number of streets, the Board of Works is anxious that said contractor begin resurfacing of same immediately.

Therefore, Board of Works respectfully requests "Prior Approval" so that construction may begin immediately on the above.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

Henry E. Wehrenberg  
HENRY E. WEHRENBURG, CHAIRMAN

CITY OF FORT WAYNE

Robert E. Armstrong  
ROBERT E. ARMSTRONG, MAYOR

ep

APPROVED:

William T. Long James Frederick R. Smith  
W. Schmidt James J. Torgue John E. Brown  
Vivian A. Schmidt John Speckel  
MEMBERS OF THE COMMON COUNCIL

ATTEST:

Charles W. Westerman  
CHARLES W. WESTERMAN, CLERK

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT FOR ST. IMP. RES. NO. 5840-79 - RESURF. 2nd DIST.

DEPARTMENT REQUESTING ORDINANCE \_\_\_\_\_ BOARD OF PUBLIC WORKS

*2-79-08-24*

SYNOPSIS OF ORDINANCE CONTRACT FOR STREET IMPROVEMENT RESOLUTION NO. 5840-79, RESURFACING

STREETS IN 2nd DISTRICT., BOLTON DR., VANCE AVE., BOSWORTH DR., KENWOOD AVE., GLENWOOD AVE.,

ALABAMA AVE., FOREST VALLEY DR., FOREST DOWNS DR., AND LAKE FOREST DRIVE. CONTRACTOR FOR

THE PROJECT IS BROOKS CONSTRUCTION CO., INC., IN AMOUNT OF \$143,024.00

(CONTRACT ATTACHED)

PRIOR APPROVAL ACQUIRED, A COPY OF WHICH IS ATTACHED HERETO

EFFECT OF PASSAGE RESURFACING ABOVE-DESCRIBED STREETS

EFFECT OF NON-PASSAGE CONTINUANCE OF STREET IMPROVEMENT PROGRAM WILL BE IMPAIRED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$143,024.00 FROM REVENUE SHARING &  
MVH FUNDS

ASSIGNED TO COMMITTEE

*Bo. of Works*